



TERMS OF SALE AND CONDITIONS

1. Magnum AirDynamics, Inc. ("Magnum") hereby agrees to provide parts, labor and other goods and or services ("Services") as may be requested by Customer up to the credit ceiling approved by Magnum. Upon receipt and review of Customer's application and financial information, Magnum will notify Customer in writing as to the credit ceiling approved by Magnum. Customer in consideration of receiving such parts, labor and other goods and or Services agrees to pay Magnum for the same in accordance with the terms and conditions set forth herein. Magnum, at its sole option, may extend credit for Services beyond the specified credit ceiling provided that Customer executes additional documents required by Magnum, including but not limited to a personal note and or personal guarantee of the principal or principals.
2. Customer understands and agrees that the persons listed on the Credit Application and Agreement ("the Credit Agreement") and all persons who may be authorized by such persons, shall be deemed to be Customer's agent for the purposes of extension of credit hereunder.
3. Customer agrees to pay Magnum at the address designated on its invoice within thirty (30) days of the date of invoice, the full amount of all obligations incurred thereunder. Any invoices remaining unpaid after forty-five (45) days shall incur a 1.5% per month late fee until paid in full. Should legal counsel become necessary to collect unpaid balances, customer agrees to pay all collection fees incurred including, but not limited to attorney fees, court costs, interest and finance charges.
4. Subject to any applicable law, Magnum may, at any time, change any and all of the terms and conditions of this credit agreement. Any change shall be effective upon mailing notice thereof to Customer. Subject to federal and state law, any change may only affect amounts owed on the date the change is effective as well as amounts for services rendered after such change.
5. All claims must be reported within 10 days from date of invoice. All claims must be supported by written documentation from a certified agency indicating the state of the unit and specific reason for rejection. All returned material must be accompanied by an RMA and original documentation.
6. We warrant that all goods sold are free of any security interest or other lien and will in addition make available to you all transferable warranties made to us by the manufacturer of the goods. **OTHER THEN THE ABOVE STATED WARRANTY. MAGNUM AIRDYNAMICS, INC. MAKES NO OTHER WARRANTY. WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE) AS TO PARTS, LABOR, GOODS OR SERVICES PROVIDED. MAGNUM AIRDYNAMICS, INC.'S LIABILITY IS LIMITED TO EITHER THE REPLACEMENT OF THE GOODS OR REFUND OF THE PURCHASE PRICE. AND SUCH REMEDY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY. IN NO EVENT SHALL MAGNUM AIRDYNAMICS, INC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY SHIPPING INSTRUCTIONS, WHICH MAGNUM AIRDYNAMICS INC. GIVES FOR RETURNING GOODS, MUST BE FOLLOWED IN ORDER FOR THE ABOVE REMEDY TO APPLY.**



7. Goods are sold F.O.B. shipping point unless otherwise specifically stated. Shortages or damage must be noted on delivery receipt, and the delivery carrier must be requested to make an inspection. Claim must be filed on carrier without delay. Claims for concealed loss or damage must also be handled immediately upon discovery. While we do not assume any responsibility for such claims, we will assist in every way possible to bring about settlement with the transportation company.
8. Customer acknowledges that this Credit Agreement and the terms and conditions contained herein only concern Magnum's extension of credit to Customer and the terms of sales thereof. By extending credit hereunder, Magnum makes no representations or warranties concerning any parts or Services provided by Magnum, but instead, any warranties or limitations thereof shall be governed by the terms of any sales order completed at the time Customer requests parts, labor and other goods and/or Services to be delivered or performed.
9. No credit shall be given for returns received after 30 days from date of invoice. No credit given for unauthorized returns.
10. Unless expressly stated in writing by Magnum at the request of the Customer, no parts delivered or Services performed by Magnum on any part, no statement, written, or oral, and no action on the part of any officer, employee or agent of Magnum shall be taken as representation or certification that any part delivered to Customer is "airworthy".
11. Failure of Magnum to insist upon strict compliance by the Customer with any of the provisions of this Credit Agreement or with any of his obligations hereunder shall not constitute a waiver of such conditions in the future or waiver of any other condition or obligation hereunder.

Accepted by:

(Signature)

(Name/Printed)

(Title)

(Company Name)

(Date)